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Attorneys for Defendants,  
**SEARS, ROEBUCK AND CO. and**  
**EMERSON ELECTRIC CO.**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

**ROBERT ROBERTSON,**

Plaintiff,

v.

**SEARS, ROEBUCK AND CO.;**  
**EMERSON ELECTRIC CO., and DOES**  
1 through 10, inclusive,

Defendants.

CASE NO. C09-01056 SI

**STIPULATION AND PROTECTIVE**  
**ORDER**

**THE PARTIES STIPULATE AS FOLLOWS:**

1. The parties may produce documents in disclosure or in response to requests for production of documents which may be considered by the party producing them to contain information that is confidential, proprietary, sensitive, and/or trade secret.

2. Any documents produced in this action which contain engineering, testing or other technical data pertaining to the accident saw model which are not publicly available may be stamped "Confidential" at the time of production.

3. The parties and their attorneys of record shall use any documents marked "Confidential" only in connection with this action.

1           4.     The parties and their attorneys of record shall not provide, distribute or, in any  
2 way, divulge any such documents marked as "Confidential" or any copies, or their contents,  
3 to any person. Notwithstanding the above prohibition, counsel for a party may provide the  
4 document and/or the contents thereof, to other attorneys for that party or their staff, and  
5 any consultant or expert retained in connection with this litigation. All consultants and  
6 experts as well as any person provided access to documents marked "Confidential", or the  
7 information therein, aside from attorneys of record and their staff, must first agree in writing  
8 to be bound by the terms of this Protective Order.

9           5.     Upon the conclusion of this action, the parties shall return to the producing  
10 party all documents in their custody, possession or control which are marked "Confidential",  
11 including all copies thereof. Moreover, the parties shall destroy at the conclusion of this  
12 matter any compilation or extracts of information created for or used in the litigation which  
13 contains "Confidential" information.

14           6.     For motions or other filings with the Court in which any party intends to submit  
15 documents or other information that has been designated as confidential, the designating  
16 party shall be provided an opportunity to file a motion to have such documents or  
17 information, in whole or in part, filed under seal, upon a showing of good cause.

18           7.     Any party desiring to challenge a designation that a document or information  
19 should be considered Confidential, shall confer with the designating party's counsel and  
20 identify the specific documents or other information to which the challenging party object s  
21 to and provide an articulable basis for each objection. If the parties are then unable to  
22 reach agreement as to the Confidential designation, counsel for the designating party  
23 must, within ten (10) days of receipt of the notice of the challenge, apply to the Court for a  
24 determination. In any such proceeding, the designating party shall have the burden of  
25 establishing that the disputed documents or other information are Confidential as the case  
26 may be. The status of the disputed documents or other information shall continue unless  
27 and until such time as the Court rules otherwise. Upon a determination by the Court that  
28 the documents or other information was not properly designated, the designating party

1 shall provide a substitute of the document or other information without any designation.

2 8. The improper disclosure of any Confidential documents, material or  
3 information obtained under this Protective Order, or any other violation of this Order by any  
4 person or entity, shall render the offending person or entity subject to such sanctions as  
5 the Court deems an appropriate penalty, or deterrent for future violations, including without  
6 limitation, civil fines, attorneys' fees and costs incurred as a consequence of any such  
7 violation, whether filed in this action or such separate action as permitted by law.

8 9. Nothing in this Order shall be construed as a waiver of any party's right to  
9 object to the admissibility at trial of any documents covered by this Order.

10 10. The parties and their attorneys of record agree that obligations under this  
11 Order may only be modified by Order of the Court or signed stipulation by all counsel of  
12 record, and no acts of any party can constitute a waiver or release of any obligations or  
13 rights created by this Order.

14 HENNELLY & GROSSFELD LLP

15  
16 Dated: June 10, 2009

17 By: 

Brian M. Englund  
Attorneys for Defendant  
SEARS, ROEBUCK AND CO. and  
EMERSON ELECTRIC CO.

18  
19 LAW OFFICES OF RICHARD SAX

20  
21 Dated: June 8, 2009

22 By: 

Richard Bobus  
Attorneys for Plaintiff  
ROBERT ROBERTSON

23  
24 **ORDER**

25 Pursuant to Stipulation, IT IS SO ORDERED.

26  
27 Dated: \_\_\_\_\_, 2009

  
UNITED STATES DISTRICT JUDGE